

General provisions

1. Scope of application

These General Terms and Conditions apply to all contracts between the Park Hotel Winterthur Ltd. and you as a guest (in future referred to as the contract partner).

The general terms and conditions of the contractual partner shall only apply vis-à-vis Park Hotel Winterthur Ltd. if they have been expressly accepted in writing by Park Hotel Winterthur Ltd.

2. Conclusion of contract

Your reservation request can be made by telephone, in writing or via the online reservation system on the www.phwin.ch website.

The contract between you and the Park Hotel Winterthur Ltd. is only concluded upon written confirmation of the reservation by the Park Hotel Winterthur Ltd.

3. Services

The Park Hotel Winterthur Ltd. undertakes to proceed in a diligent manner in the execution of the contract.

4. Prices

All quoted prices include service and the statutory value added tax.

Hotel room reservations

5. Your hotel room reservation

Once the contract has been concluded (see point 2), your reservation has the status "guaranteed".

6. Credit card details for online reservations

The reservation request via the online reservation system of the Park Hotel Winterthur Ltd. is only possible with a valid credit card. This must be valid until at least the date of your departure. Your credit card serves only as a reservation guarantee and will not be charged when the contract is concluded. Only in the case of offers for which a partial or total advance payment has been expressly agreed with you, will the charge already be made at the time of conclusion of the contract.

7. Arrival and departure

Unless otherwise agreed, rooms may be occupied from 14.00 h on the day of arrival. The room must be returned on the day of departure by 12.00 noon at the latest.

8. Smoking ban

All rooms of the Park Hotel Winterthur Ltd. are non-smoking. Smoking is not permitted in the guest areas and rooms. In the event of non-compliance you will be charged a flat cleaning fee of CHF 150.00. In the event of non-compliance with the smoking ban and a fire alarm being triggered as a result, the deployment costs of the rescue teams will be charged in full to the tenant of the room in which the fire alarm was triggered.

9. Pets

Well-behaved pets are welcome. If you wish to bring your pet with you, please inform us when making your reservation. For room bookings, we always charge a flat-rate cleaning fee due to the greater cleaning effort involved.

Bookings for events, meetings & premises

10. Food and beverages

Food and beverages are to be purchased from Park Hotel Winterthur Ltd. In special cases (national specialties etc.) other written arrangements may be made, subject to a service charge or tap fee.

11. Number of participants

The Park Hotel Winterthur Ltd. expects the contracting party to inform it of the final number of participants ("guaranteed number") no later than three working days before the date of the event. In the event of a deviation from the guaranteed number on the day of the event, Park Hotel Winterthur Ltd. shall be entitled to invoice the contract partner for the guaranteed number.

12. Exclusive rental of the premises

If premises of the Park Hotel Winterthur Ltd. are exclusively let to the contract partner, the room rentals shall cover the losses of the usual course of business of the Park Hotel Winterthur Ltd. These sums may vary according to time, date and day of the week.

13. Police hour / extension

The closing time is 24.00 hours from Monday to Sunday. Extensions up to a maximum of 4.00 a.m. can be requested on advance notice, whereby the advance notice must be received by Park Hotel Winterthur Ltd. at least 7 days before the day of the event. The police hour will be charged at CHF 150.00 in addition to the staff hours. For extensions until 4 a.m., an additional contingent of at least 10 hotel rooms must be booked.

14. Newspaper advertisements / other advertising

Newspaper advertisements and other advertising with reference to events on the premises of the Park Hotel Winterthur Ltd. require the prior written consent of the Park Hotel Winterthur Ltd. In the event of publication without consent, Park Hotel Winterthur Ltd may cancel the event.

15. Third-party and special services

Insofar as the Park Hotel Winterthur Ltd. procures technical or other equipment from third parties, artists, musicians etc. for the contractual partner as agreed, the Park Hotel Winterthur Ltd. acts in the name and for the account of the contractual partner. The contracting partner shall be liable for the careful handling and proper return of the items procured by Park Hotel Winterthur Ltd. and shall indemnify Park Hotel Winterthur Ltd. in full against any claims by third parties. The Park Hotel Winterthur Ltd. charges a fee for its services described above which is to be agreed in writing.

16. Insurance

Insurance of the participants in the contracting party's event is the responsibility of the contracting party. In particular, Park Hotel Winterthur Ltd. declines any responsibility for theft of and damage to objects, clothing, materials etc. brought along.

Cancellation conditions

17. Single reservation hotel room

Unless otherwise agreed, individual reservations may be cancelled free of charge up to 6 p.m. on the day before the offer is taken up. In the event of cancellation after this time or in the event of no-show or early departure, Park Hotel Winterthur Ltd. may invoice you with a fee of 100% of the offer price or 100% of the price for the first night as per the reservation confirmation.

18. Group reservations for hotel rooms, events and meetings

For reservations, banquets, seminars or other events designated as "group reservations", the following cancellation conditions apply:

Cancellation of the entire booking:

up to 22 days before arrival	free of charge
21 to 15 days before arrival	50% of the total costs
14 to 8 days before arrival	75% of the total costs
from 7 days before arrival	100% of the total costs

The cancellation of individual rooms or services from these bookings can be accepted free of charge within the following periods:

up to 15 days prior to arrival	50% of the room/service
14 to 8 days prior to arrival	20% of the total room/service
7 days to 6 p.m. on the day before arrival	10% of the room/service

In case of later cancellation, no-show or early departure, all booked services will be charged at 100%. Re-bookings of "group reservations" are in any case only possible within the scope of availability and the capacities of Park Hotel Winterthur Ltd. and are in principle treated as a cancellation.

The basis for calculating the lost revenue are the minimum prices valid at the time of the written confirmation of the conclusion of the contract according to the current hotel or restaurant documentation.

Agreed special services which are rendered useless as a result of the cancellation shall be reimbursed in any case.

We recommend that you take out cancellation insurance.

Payment modalities

19. General provisions

Payment must be made in Swiss francs. Payment on site in euros, pounds or US dollars is possible; the conversion is based on the respective daily exchange rate plus 5% commission.

Invoices of the Park Hotel Winterthur Ltd. for the agreed services (including any additional and third-party services) are to be paid without deduction within 20 days of the invoice date, unless otherwise agreed in writing. The assertion of any claims against the Park Hotel Winterthur Ltd. does not entitle the contract partner to retain payments. Offsetting against any claims against the Park Hotel Winterthur Ltd. is excluded.

20. Payment modalities for room bookings

The offer price according to the reservation confirmation is to be paid on departure or use of the offer on site by credit card, in cash or by agreement on account.

The Park Hotel Winterthur Ltd. can demand a partial or total advance payment of the offer price. In this case you will receive a corresponding letter or invoice from Park Hotel Winterthur Ltd.

21. Payment modalities for events

Unless otherwise agreed in writing, the Park Hotel Winterthur Ltd. charges a payment on account before the event takes place for large events that have been planned several months in advance and/or rooms are rented exclusively. The balance (including any additional and third-party services) is to be paid after the event on the basis of the detailed invoice within 20 days of the invoice date without deduction.

If the payment on account is not received by Park Hotel Winterthur Ltd. by the time stated on the corresponding invoice, Park Hotel Winterthur Ltd. may terminate the contract.

Liability & Compensation

22. Damage

The contract partner shall be liable for losses and damage caused by his employees, assistants, event participants etc. to the premises, facilities or furniture of the Park Hotel Winterthur Ltd. It is the responsibility of the contracting party to take out insurance for this purpose. Park Hotel Winterthur Ltd. may demand proof of appropriate insurance.

In order to prevent damage to the premises, the equipment and the furniture of the Park Hotel Winterthur Ltd., the installation and setting up of decorative material and other objects must always be agreed with the Park Hotel Winterthur Ltd. at the latest three working days before the date of the event. In any case, the contracting party shall guarantee that such material complies with the requirements of the fire police. The Park Hotel Winterthur Ltd. may demand appropriate proof of this.

Park Hotel Winterthur Ltd. is under no circumstances obliged to pay compensation for direct or indirect damage, such as loss of profit or loss of turnover. The liability of Park Hotel Winterthur Ltd. for auxiliary persons is generally excluded. Mandatory legal provisions remain reserved. Insofar as a warranty obligation or liability of Park Hotel Winterthur Ltd. exists, any claim, irrespective of its cause of origin, is limited in amount to the total turnover of the event concerned.

23. Liability / Compensation

If the Park Hotel Winterthur Ltd. has reason to believe that the event threatens to jeopardise the smooth running of the business, the safety or the reputation of the Park Hotel Winterthur Ltd., the Park Hotel Winterthur Ltd. shall be entitled to cancel or terminate the event at any time. Such a cancellation/abandonment shall not give rise to any claim for damages on the part of the contracting party.

If the Park Hotel Winterthur Ltd. cannot guarantee the smooth running of an event due to force majeure (fire, strike, etc.), the Park Hotel Winterthur Ltd. is entitled to cancel or terminate the event at any time. Such a cancellation/abandonment shall not give rise to any claim for damages on the part of the contracting partner.

The photos shown on the website www.phwin.ch of the Park Hotel Winterthur Ltd. and on websites of third parties are for information purposes only. Any deviations do not entitle you to make complaints.

The Park Hotel Winterthur Ltd. is liable for damages only in cases of intent or gross negligence. Liability for items brought in by you is excluded to the extent permitted by law. Any claims must be made in writing to the Park Hotel Winterthur Ltd. immediately, at the latest 14 days after departure; otherwise the claims are deemed forfeited.

If you notice any defects or damage to the room or furniture on arrival, you must report these immediately to reception. Otherwise Park Hotel Winterthur Ltd. will assume that the damage was caused by you.

Damage caused by you will be ordered for repair by the Park Hotel Winterthur Ltd. and charged to you.

The Park Hotel Winterthur Ltd. is at liberty to invoice you immediately for the presumed amount of damage if damage is ascertained. In this case, any difference will be credited to you when the definitive amount is known.

Stolen items (incl. towels) will be charged at the original price.

Technical & data protection

24. W-LAN

The Park Hotel Winterthur Ltd. provides you with free wireless access to the Internet (W-LAN) in the guest areas and rooms.

The Park Hotel Winterthur Ltd. does not guarantee the general functioning of the Internet access, nor does it guarantee uninterrupted and trouble-free transmission, a specific transmission speed or connection quality. Nor does it guarantee access in all guest areas.

To use the internet you need your own end device which is W-LAN compatible. The Park Hotel Winterthur Ltd. does not provide you with such a device.

To use the internet you need a password, which is available at the reception. The password may not be passed on to third parties and must be kept protected from access by third parties. No terminal device may be used which could have a negative influence on the network.

Use of the W-LAN connection is at your own responsibility and risk.

You are responsible for ensuring that the terminal device you use and the software on it is free of viruses and other malware; in the event of any direct or indirect damage caused to the Park Hotel Winterthur Ltd. as a result, you must pay full compensation.

The Park Hotel Winterthur Ltd. network does not include a firewall or virus protection. You acknowledge that the use of the Internet and the transmission of data are associated with increased risks of danger and security. It is your responsibility to protect your terminal device against viruses, Trojans, spam and the like.

You are prohibited from misusing the W-LAN access facility or allowing it to be misused or from using the access facility to commit illegal or criminal acts. In the event of a breach of this provision, the Park Hotel Winterthur Ltd. is entitled to interrupt the W-LAN connection immediately and without warning and to deny you access to the network.

To the extent permitted by law, Park Hotel Winterthur Ltd. accepts no liability for unauthorised access to information and data, for damage to the hardware or software of your terminal device, for loss of data or other material damage attributable to use of the W-LAN connection. You are responsible for regular data backups. In particular, the Park Hotel Winterthur Ltd. is not liable for damage caused by chance or force majeure which is not foreseeable and beyond the control of the Park Hotel Winterthur Ltd.

If claims are made against the Park Hotel Winterthur Ltd. by third parties due to actions that were set and/or caused by you in the context of the use of the W-LAN connection, you are obliged to fully indemnify the Park Hotel Winterthur Ltd. with regard to all such claims.

25. Data protection

You can find the current data protection regulations on our website at www.phwin.ch/datenschutz. Please note the special provisions on cookie settings.

The online reservation system of the Park Hotel Winterthur Ltd. guarantees a protected environment. The system uses SSL (Secure Sockets Layer) and therefore guarantees a secure transfer of your data according to the current state of the art.

26. Miscellaneous

All information has been compiled with the greatest care. However, no liability can be accepted for any errors in data entry or data transfer.

Should one or more provisions of these General Terms and Conditions or of the individual contract prove to be invalid or ineffective, this shall not affect the binding nature of the remaining provisions. The parties shall replace the invalid or ineffective provisions with legally permissible provisions that are as economically equivalent as possible. The same shall apply if a loophole requiring supplementation becomes apparent.

Deviating agreements must always be made in writing or confirmed in writing by Park Hotel Winterthur Ltd. This also applies to the waiver of this written form requirement. Communication via e-mail is deemed equivalent to written communication for the purposes of this provision.

These General Terms and Conditions as well as the individual contract are subject exclusively to Swiss substantive law.

The exclusive place of jurisdiction for all disputes arising from these General Terms and Conditions and the individual contract is Winterthur.